

10/541 716 24090
Rec'd PCT/PTO 26 JAN 2006

Our Case No. MSQ01-005-US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
 Richard Sharp, et al.)
 U.S. Application No. 10/541,716)
 International Application No. PCT/GB2004/000073) Examiner To Be Assigned
 International Filing Date: January 12, 2004) Group Art Unit No. To Be Assigned

For **BACTERIOPHAGE FOR THE
 TREATMENT OF BACTERIAL BIOFILMS**

POWER OF ATTORNEY AND STATEMENT UNDER 3.73 (b)

I hereby appoint practitioners associated with **Customer Number 43320** (Evan Law Group LLC) as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with the above identified patent application. The statement under 37 CFR 3.73(b) is below.

Assignee Name and Address:

Health Protection Agency
Porton Down, Salisbury
Wiltshire, SP4 0JG
Great Britain

STATEMENT UNDER 37 CFR 3.73(B)

I am:

- ☒ 1. the assignee of the entire right, title, and interest; or
☐ 2. an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is 100% in the patent application/patent identified above by virtue of either:

- ☒ A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- ☐ B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee.

Name	<u>John H. Arnold</u>		
Signature	<u>John H. Arnold</u>	Date	<u>22nd SEP '05</u>
Title	<u>DIRECTOR CORP AFFAIRS</u>	Telephone	<u>0207.759.2709</u>

ASSIGNMENT

WHEREAS, **Richard Sharp, Gavin Hughes, Anthony Hart and James Taggart Walker**, referred to as **ASSIGNORS**, have invented a certain invention entitled **BACTERIOPHAGE FOR THE TREATMENT OF BACTERIAL BIOFILMS** filed (International Filing Date: January 12, 2004) as (International Application No. PCT/GB2004/000073) and assigned U.S. Application Serial No. 10/541,716, and

WHEREAS, **Health Protection Agency**, a corporation of Great Britain, having a place of business at **Porton Down, Salisbury, Wiltshire SP4 0JG, Great Britain**, hereinafter referred to as **ASSIGNEE**, is desirous of acquiring the entire right, title and interest in, to and under said invention and the United States Letters Patent to be obtained therefor:

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

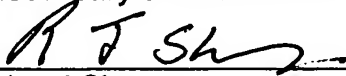
Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the **ASSIGNORS** hereby sell, assign and transfer to **ASSIGNEE** the full and exclusive right, title and interest to said invention and all Letters Patent of the United States to be obtained therefor on said applications or any non-provisional, continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the same may be granted.

ASSIGNORS also assign all of its right, title and interest in and to said invention in all foreign countries, and all applications for Letters Patent which may evolve therefrom, including the right to claim International Convention priority.


ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNORS further covenant that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said applications, said invention and said Letters Patent as may be known and accessible to **ASSIGNORS**, and **ASSIGNORS** will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments or affidavits required to apply for obtain, maintain and enforce said applications, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

DATE 12 September 2005


Richard Sharp


DATE 12 September 2005


Gavin Hughes

DATE _____

Anthony Hart

DATE 12 September 2005


James Taggart Walker

ASSIGNMENT

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DATE _____

Richard Sharp

DATE _____

Gavin Hughes

DATE 12 September 2005



Anthony Hart

DATE _____

James Taggart Walker